



Revision number: 1

Purchasing Agent: GLENDON MITCHELL

Item: GROUP COLLABORATION SOFTWARE

Vendor: 85943A Answers4 Association LLC
563 West 500 South
#170
Bountiful, Utah 84010

Internet Homepage: www.answers4.com

Telephone: (801) 951-111 x 103

Fax number:

Contact: Dave Nielsen

Email address: dnielsen@answers4.com

Brand/trade name: Answers4

Price: SEE ATTACHED

Terms:

Effective dates: April 1, 2001 through March 31, 2004

Days required for delivery: Varies

Price guarantee period: 1 YEAR

Minimum order: 5 licenses

Min shipment without charges:

Other conditions: Yearly (1) year options to renew

NOTE: CONTRACT AND PRICING INFORMATION UPDATED.

USAGE REPORTS ARE TO BE SUBMITTED QUARTERLY TO GLENDON MITCHELL AT STATE PURCHASING.

This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor (creating a PG in Finet) and make payments for the same on a PV referencing the original PG. Agencies will return to the vendor any invoice which reflects incorrect pricing.

Standard Contract Terms and Conditions (Revised)

State of Utah, Statewide Price Agreement

1. AUTHORITY: Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.

2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE: The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.

3. LAWS AND REGULATIONS: Any and all supplies, services and equipment proposed and furnished will comply fully with all applicable Federal and State laws and regulations.

4. RECORDS ADMINISTRATION: The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this contract. These records will be retained by the contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

5. AUDIT OF RECORDS: The contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

6. CONFLICT OF INTEREST: Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the state of Utah to any officer or employee of the state or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.

7. INDEPENDENT CONTRACTOR: Contractor will be an independent contractor, and as such will have no authorization, express or implied to bind the State to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the contractor by the State. The contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State will not be deemed to be employees or agents of the Contractor.

8. HOLD HARMLESS: The contractor will release, protect, indemnify and hold the State and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

9. EQUAL OPPORTUNITY CLAUSE: The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

10. SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

11. AMENDMENTS: The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing.

12. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

13. CANCELLATION: Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled without cause by the State or the Contractor upon 60 days notice, in writing, prior to the effective date of the cancellation. Cancellation may be in whole or in part. Cancellation of the contract due to default by either party may be immediate.

14. TAXES: Bid prices will be exclusive of state sales, use and federal excise taxes. The State of Utah=s sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity=s essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah=s Federal excise exemption number is 87-780019K

15. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract except as specified in Section 8, Exhibit B-3 of this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor=s skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. PARTICIPANTS: This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the Scope of Work, Attachment B.

17. POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

18. QUANTITY ESTIMATES: The State does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for bidding purposes only and are not to be construed as a guarantee to purchase any amount.

19. DELIVERY: The prices bid will be the delivered price to any state agency or political subdivision. All services will be delivered in accordance with the Scope of Work, Attachment B.

20. REPORTS: The contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.

21. PROMPT PAYMENT DISCOUNT: Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

22. FIRM BID PRICES: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of bid opening.

23. PRICE GUARANTEE, ADJUSTMENTS: The contract pricing resulting from this bid will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

24. ORDERING AND INVOICING: Orders will be placed by the using agencies directly with the contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The contractor will then promptly submit invoices to the ordering agency. The state contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices on file with the Division of Purchasing. The State has the right to adjust any invoice reflecting incorrect pricing.

25. E-PROCUREMENT: The State of Utah has awarded an e-procurement system contract to NIC Commerce that has a transaction fee of 1% per order with a ceiling of \$500 for any one order of products/services. There are expected cost savings to the Contractors with implementation of the system. The successful vendor must agree to terms as described in the following subparagraphs:

a. The Contractor must agree to integrate its catalog of products/services into the e-procurement system. Once implemented, the Contractor must pay the transaction fees for orders placed against the contract. In the event, the Contractor fails to make payments,

the State may: (i) eliminate the Contractor from the system in accordance with an escalation and review process developed by the State and its e-procurement vendor and (ii) terminate the State contract and award the contract to the next acceptable bidder.

b. At the time that the Contractor will be required to offer products/services through the e-procurement system, the State will negotiate an equitable adjustment in unit prices to account for the expected supplier fees on orders placed on the system. The State will negotiate a single pricing structure for contract purchases and (i) prohibit discounting off-system purchases or otherwise offering discriminatory pricing or preferences for orders placed off-system; and (ii) require the Contractor to manually track and report the ordering volume of off-system purchases of supplies/services.

26. PAYMENT: Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. All payments to the contractor will be remitted by mail. Payments may be made via a State of Utah (or political subdivision) APurchasing Card.@

27. MODIFICATION OR WITHDRAWAL OF BIDS: Bids may be modified or withdrawn prior to the time set for the opening of bids. After the time set for the opening of bids no bid may be modified or withdrawn.

28. BID PREPARATION COSTS: The State is not liable for any costs incurred by the bidder in bid preparation.

29. INSPECTIONS: Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with bid specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

30. PATENTS, COPYRIGHTS, ETC.: The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

31. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

32. DEFAULT AND REMEDIES: Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend contractor from receiving future bid solicitations.

33. FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

34. HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

35. NON-COLLUSION: By signing the bid the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

36. CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow, the special terms and conditions will govern.

37. LOCAL WAREHOUSE AND DISTRIBUTION: The contractor will maintain a reasonable amount of stock warehoused in the state of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the contractor and added

as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

38. PUBLICITY: Any publicity given to the State of Utah for products or services provided herein, including but not limited to, notices, information, pamphlets, press releases, reports, and similar public notices prepared by, or on behalf of, the contractor shall not be released prior to written approval from the Director from the Division of Purchasing.

Revision date: 1/29/2003

SCOPE OF WORK**STATEWIDE PRICE AGREEMENT - ATTACHMENT B****1. PRODUCT DESCRIPTION**

1.1 General Product Information: BlueStep TEAM™ is a powerful project management and group collaboration software application that assists in online cooperation and communication among the members of any type of group, organization, or team, whether formal or informal. TEAM facilitates the efficient management of group projects, the coordination of group schedules, and the sharing of information among group members. No matter where individual group members are located, they can work together effectively in a secure, central location on the Internet.

1.2 Product Features: This Section 1.2 includes a list of product features and benefits.

- (a) *Team Projects* allows users to assign, track, prioritize, update, and organize tasks hierarchically within a project structure.
- (b) *Team News* allows users to post text and images to be viewed by the other team members.
- (c) *Team Surveys* allows users to create new surveys, cast votes, and view survey results. Survey formats include: anonymous or enumerated, multiple or single choice, deadline or open.
- (d) *Team Calendar* allows users to coordinate schedules by posting events in a central location.
- (e) *Team Links* provides a central location for posting hypertext web links to useful websites and pages.
- (f) *Team Discussions* allows users to define discussion forums or categories for discussion topics. Within each discussion, users can post their opinions and ideas in response to other messages.
- (g) *Shared Files* allows users to upload documents and programs to a central file repository. Users can organize files hierarchically using file folders.
- (h) *Private Chat* provides users a location to exchange text messages real-time in a secure, private environment.
- (i) *Daily Digest* provides a summary of the changes made to a team during the previous day. Users can subscribe to the email version of the Daily Digest. Users can access the Daily Digest online, and can search for previous editions of the Digest.
- (j) *Email Notifications* allow users to send an email to an entire team or selected team members upon the addition of something new on the team site or anytime a user wants to communicate with other team members.

1.3 Product Delivery: The BlueStep TEAM™ software application is delivered over the Internet, through BlueStep's ASP (Application Service Provider) Model. This type of delivery has distinct advantages over traditional software. State Entities will not need to install software directly on their computers or network servers. They can access TEAM using a standard web browser. Users receive periodic software upgrades automatically and seamlessly, with no download or installation necessary.

1.4 Product Availability: After an account has been established and teams have been created, team members can access and use TEAM from any place they have Internet availability. By navigating to the website address and typing in a valid user name and password, users can enjoy full TEAM participation no matter where they are. By employing a username login with password identification, State Entities and users will have secure access to TEAM over the Internet. Unauthorized individuals will not be allowed access.

1.5 Customer Support

- (a) **Professional Services:** TEAM training and implementation support services, as well as custom web development, integration and e-business consulting services are available at current BlueStep prices not inconsistent with the Statewide Price Agreement to which this document is attached.
- (b) **Customer Service:** Client Care Representatives from BlueStep will be available to help State Entities and users who have questions about the product. These representatives are available by e-mail or by toll-free phone. Contact information is available on the TEAM website.

1.6 Pricing: Prices quoted in “BlueStep TEAM™ Pricing for the State of Utah” (Exhibit B-2) will remain valid for at least 90 days from the time of the execution of this Statewide Price Agreement. BlueStep will give at least 30 days notice of any price adjustments and will comply with Section 23 of the Statewide Price Agreement Standard Contract Terms and Conditions (“Attachment A”), regarding all proposed price adjustments.

2. USE OF PRODUCT

2.1 Acceptable Use: All users of TEAM are expected to comply with Exhibit B-3 “Acceptable Use Terms and Conditions for BlueStep TEAM” (the “Terms and Conditions”). BlueStep reserves the right to suspend or terminate user access to TEAM, without advance notice, for non-compliance with the Terms and Conditions. The Terms and Conditions are available for user review on the website where the TEAM application is located. By using TEAM, users effectively agree to the Terms and Conditions.

2.2 New Users

(a) How to Establish an Account: Each time a new State Entity (agency, department, municipality, university, or other distinctive state organization) desires to use TEAM, it must establish an account with BlueStep by: **(i)** reviewing the statewide Price Agreement between the State of Utah and BlueStep, Inc., specifically Attachment B and accompanying Exhibits; **(ii)** completing and executing an “Order Form” (Exhibit B-4) to indicate the number of initial anticipated TEAM users (5 user minimum); and **(iii)** completing the “Payment Options Form” (Exhibit B-5) to indicate desired method of payment and authorize automatic payment processing if necessary. A new State Entity may use the already established State of Utah website location as a platform for its teams, or may establish a site of its own at BlueStep’s then current price.

(b) User Expansion: After a State Entity has established an account with BlueStep the number of teams and users can be expanded at will. New users are added by an invitation process conducted by a team administrator. When a team administrator desires to establish a new team, they can make an invitation to any person who has an e-mail address within or even outside of the state organization. The new invitee receives and accepts the invitation via e-mail and is automatically given access to the team site and information upon acceptance. Each State Entity is free to determine which of its members has administrative rights and the ability to establish new teams. TEAM is fully scalable, allowing authorized team members to form as many teams or sub-teams as desired. Personal information will be consistent for individual users across multiple teams, while a user’s privileges can be modified for each team. This capability will allow State Entities to replicate their existing organizational structures or to create new ones.

3. BILLING AND PAYMENT

3.1 Billing Methods: TEAM can be paid for quarterly or yearly (preferred methods), or monthly if necessary. A State Entity can indicate its preferred payment method by completing the “Payment Options Form” (Exhibit B-5). State Entities can authorize automatic payment processing by purchasing card or Electronic Funds Transfer (EFT) from a checking account. Charges will be billed in advance for the upcoming use period based on the estimated number of initial TEAM users (for new accounts) or the number of TEAM users that exist at the beginning of the period (for established accounts). Cost adjustments for new users added during the use period will be made on the bill for the subsequent period. Charges for all new users will start to accrue at the beginning of the month following the month in which the new user was added. For Entities that pay yearly, price adjustments for new users will be made in accordance with the quarterly billing method.

3.2 Billing Centers: Each individual State Entity will be responsible for establishing its own TEAM account with BlueStep, Inc. and will be billed accordingly. Each State Entity will be billed for each new team member it includes that is not already an authorized TEAM user. Each TEAM user is paid for only once and costs the same *no matter how many separate teams with which the user is affiliated*.

3.3 User Overlap and Team Dissolution: The first team that a new TEAM user joins will be considered the user’s Primary Team. The first State Entity that includes a new TEAM user will be billed for that user, even if a second State Entity subsequently invites that same user to a different or “secondary team.” However, if the first State Entity were to dissolve the user’s Primary Team, the secondary team would become the user’s Primary Team and the second State Entity would then be obligated to pay for the TEAM user. Therefore, a State Entity should be prepared, willing and able to pay for all of its concurrent TEAM users, even though it may not be required.

Exhibit B-2

BlueStep TEAM™ Pricing for the STATE OF UTAH

PRICE STRUCTURE	ADDITIONAL INFORMATION
<p>TEAM License Fees</p> <p>Base Price: \$6.30/user/month Five (5) User Minimum \$94.50/quarter, or \$378/year</p> <p>Proprietary TEAM Launch Site Setup (For State Entities that desire their own launch platform)</p> <p>One Time Set-up Fee: \$1,000 Includes establishment of domains and URLs.</p> <p>TEAM Starter Kit (Optional for all new State Entities)</p> <p>Training/Consulting: \$1,500 Includes ½ day TEAM Training, and ½ day Implementation Consulting</p> <p>Professional Services</p> <p>Advanced or Remote TEAM Training or Consulting available in ½ day blocks \$750/block</p> <p>License Expansion</p> <ul style="list-style-type: none"> Quarterly billing option: State Entity may add new users at any time. Cost adjustments for new users will be made on the bill for the subsequent quarter. Charges for new users will begin to accrue at the end of the month in which the new user was added. Yearly billing option: Client may add new users at any time. State Entity will be billed for overages on a quarterly basis in accordance with the quarterly billing option described above. <p>Notes</p> <ul style="list-style-type: none"> For Automatic Quarterly/Yearly Payment Processing, amounts will be billed 5 days after the last day of each quarter/year and automatically charged to a credit card or EFT transaction. Each time MyAssociation, Inc. processes an automatic payment, the State Entity will receive an e-mail invoice showing the amount debited or charged and detailing the paid for services paid. Monthly billing is available, but only by EFT or credit card, and only if necessary for State Entity. See Exhibit B-5 “Payment Options” for more information. 	<ul style="list-style-type: none"> Payment Options for Recurring Annual Fees (paid in advance for the desired period) <ol style="list-style-type: none"> Quarterly: by credit card or Electronic Funds Transfer (EFT) from a checking account, or Quarterly: by paper invoice (Add the greater of 10% or \$30 per billing cycle.) Annually: State Entities that pay recurring fees up front annually will receive a 5% discount on recurring fees A TEAM minimum purchase includes 5 user licenses. All additions are optional. A State Entity may use the already established State of Utah website location as a platform for its teams, or may establish a site of its own for an additional fee.

**Exhibit B-3****ACCEPTABLE USE TERMS AND CONDITIONS FOR****BlueStep TEAM™**

1. BlueStep TEAM. BlueStep TEAM is a proprietary BlueStep software application that assists in collaboration among group or association members and works to unify the membership community. By using TEAM the user acknowledges that it has read, understands and accepts all of the terms and conditions herein. Any user who does not agree to these terms and conditions should not link to, access, download, or use the TEAM software.
2. Ownership. My Association holds all authorship and ownership rights and all copyrights in the TEAM software including all associated intellectual property, trademarks and trade names. No user shall do anything that is inconsistent with BlueStep's ownership rights in TEAM, including, but not limited to reverse engineering, duplication, distribution, modification, translation, or the creation of derivative works.
3. Grant of License. BlueStep grants to the State Entity, subject to the terms and conditions set forth herein, a terminable, non-exclusive, non-sublicensable, and non-transferable license to access and use the TEAM software for up to the number of concurrent users purchased by the State Entity. No user shall rent, lease, distribute, assign, or otherwise transfer its license to use the TEAM software. BlueStep will monitor the actual use of the State Entity's account and will charge for user overages accordingly.
4. User Provided Content. The State Entity will be solely responsible for creating, maintaining and managing any user specific content associated with its use of TEAM, including all news, chats, discussions, surveys and calendars. BlueStep may, but is not obligated to monitor any user provided content in connection with the use of TEAM. To the maximum extent permitted by law, BlueStep will have no liability related to user provided content arising under the laws of copyright, libel, privacy, obscenity, or otherwise. BlueStep also disclaims all liability with respect to the misuse, loss, modification, or unavailability of any user provided content.
5. Acceptable Use. TEAM may only be used for lawful purposes. Transmission or upload of any material in violation of any US or state regulation is strictly prohibited. This includes, but is not limited to: copyrighted material, material which is threatening or obscene, or material protected by trade secret. BlueStep reserves the right, in its sole discretion, to delete or remove any user provided content, and to restrict, suspend, or terminate user access to all or part of the TEAM application, without prior notice or liability if it determines, in its opinion, that the content violates these acceptable use terms and conditions.
6. System and Network Security. Violations of system or network security are prohibited, and may result in criminal and civil liability. BlueStep will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following: (a) Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; (b) Unauthorized monitoring of data or traffic on any network or system; or (c) Interference with service to any user, host or network, including deliberate attempt to overload a system.
7. Security. The State Entity shall be responsible for maintaining the confidentiality of any applicable account numbers or passwords for all uses of its TEAM account or services, whether or not actually or expressly authorized. All user-provided content and data remains the sole property of the State Entity. BlueStep agrees not to make use of user information for its own purposes and further agrees not to sell or in any way provide user data to any other entity.
8. WARRANTY DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED IN ATTACHMENT A, SECTION 15, TEAM SOFTWARE AND ANY OTHER BLUESTEP INTELLECTUAL PROPERTY (IP) IS PROVIDED "AS IS" WITHOUT WARRANTY. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, BLUESTEP MAKES NO PROMISE THAT ITS



SERVICES OR IP WILL BE FREE OF ERRORS, ACCURATE, COMPLETE OR UNINTERRUPTED OR THAT ANY ERRORS WILL BE CORRECTED. BLUESTEP MAKES NO PROMISE, EXPRESS OR IMPLIED, ORAL OR WRITTEN, THAT THE SERVICES AND BLUESTEP IP WILL BE FIT FOR ANY SPECIAL OR PARTICULAR PURPOSES OF STATE ENTITIES OR POLITICAL SUBDIVISIONS. BLUESTEP ALSO DISCLAIMS ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. ANY STATEMENTS MADE BY ITS REPRESENTATIVES WITH RESPECT TO THE SERVICES OR BLUESTEP IP DO NOT CONSTITUTE WARRANTIES BY BLUESTEP, AND SHOULD NOT BE RELIED UPON AS SUCH.

9. LIMITATION OF LIABILITY. EXCEPT FOR ITS OBLIGATIONS HEREUNDER:
(A) BLUESTEP'S AGGREGATE LIABILITY FOR DAMAGES TO CUSTOMER FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION, SHALL NOT EXCEED THE CHARGES PAID BY CUSTOMER HEREUNDER DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM; AND
(B) IN NO EVENT SHALL BLUESTEP BE LIABLE TO CUSTOMER FOR ANY LOSS, THEFT OR CORRUPTION OF DATA, COST OF COVER, LOST PROFITS, LOSS OF USE, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT BLUESTEP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.
10. Third Party Web Sites. BlueStep makes no representation whatsoever about any Web Site not under BlueStep control which a user may access from any BlueStep Web Page (e.g., by link, frame, or other means). BlueStep's provision of a link, frame, or other means to access any Web Site not under BlueStep control does not constitute BlueStep's endorsement, recommendation or acceptance of any responsibility for the content of that site or the operators of that site. BlueStep is not responsible for the accuracy or reliability of any information, data opinions, advice, or statements made on third party Web Sites or for the quality of any products or services available on such sites.
11. Term and Termination. BlueStep reserves the right to terminate or suspend the State Entity's access to TEAM upon any material breach of this Agreement. The State Entity may use its TEAM license for as long as (a) it maintains an active account with BlueStep, (b) it does not breach any material terms of the Price Agreement, and (c) BlueStep provides such license. Notwithstanding the termination of the State of Utah's Price Agreement with BlueStep, Inc., State Entity may continue to use TEAM by entering into a license agreement directly with BlueStep.
12. General Provisions. These terms and conditions shall be governed by and construed in accordance with the laws of the State of Utah without regard to its conflicts of laws rules. If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between BlueStep and the State Entity relating to the subject matter herein and shall not be modified except as provided herein or in writing, signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority to bind the other. The failure of either party to exercise any right provided for herein will not be deemed a waiver of that right or any further rights hereunder.



A division of:

ANSWERS⁴**Exhibit B-4****EXHIBIT B-4****ORDER FORM – STATE OF UTAH**

Statewide Price Agreement # PA1344

State Entity			Purchase Order #		
Organization Name					
Billing Address					
Order Date					
Contacts					
		State Entity	MyAssociation		
Contact Name					
Title					
Telephone #					
Facsimile #					
Email					
Order			Fees		
Service		Additional Information	Onetime Fee	Annual Recurring	Due at signing
	Hosting Services	CONNECT Site URL: _____			
	TEAM™ Users	_____ Initial Anticipated Users @ \$6.30/user/month; (Five (5) User Minimum)			
	TEAM Training	Advanced/Remote Training or Implementation Consulting at \$750 / ½ day block; _____ Block(s)			
Totals:					

EXECUTION. This document is executed pursuant to a Price Agreement entered into on January 29, 2003, between BlueStep and the State of Utah. Signor represents that he/she is an authorized signing agent of the state entity listed above and agrees to all terms and conditions of said Price Agreement.

AGREED:**BlueStep**

By:

Name:

Title:

Date:

State Entity: _____

By:

Name:

Title:

Date:

**Payment Options for Recurring Annual Fees**

Use the top portion of this form to indicate how you desire to pay for annual recurring fees. You may authorize automatic payments from a checking account or by credit card by completing and signing the bottom portion of this form.

Please choose one of the following payment options for recurring annual fees:

☐ **Quarterly (Preferred Method):** Choose this option to pay recurring service fees in advance for each quarter. You can have your payment **processed automatically ()**, or you can choose to receive a **paper invoice ()**. If you choose the paper invoice option, you will be charged the greater of \$30 or 10% of your total quarterly bill to cover the costs of manual processing.

☐ **Yearly:** Choose this option to pay recurring services fees in advance for each year. You can have your payment **processed automatically ()**, or you can choose to receive a **paper invoice ()** at no additional cost. In addition, you will receive a **5% discount** on all recurring annual fees. You will be billed on a quarterly basis for services used in excess of your advance payment according to the quarterly payment method described above. Complete the section below to have these payments processed automatically. Paper invoicing for quarterly overages will be subject to a manual processing fee of the greater of 10% or \$30 per quarterly billing cycle.

☐ **Monthly:** Choose this option to pay recurring services fees in advance for each month. To make monthly payments you must fill out and sign the Automatic Payments Processing section below. You do not have the option to receive a paper invoice for monthly payment processing.

Automatic Payment Processing: Each time BlueStep processes an automatic payment, you will receive an e-mail invoice showing the amount that was debited or charged and detailing the services for which you are paying.

Client Name: _____

Address: _____

City: _____ State: _____ ZIP: _____ Phone: _____

☐ **Electronic Funds Transfer (EFT):**

Financial Institution: _____ Branch: _____

Address: _____

City: _____ State: _____ ZIP: _____

Transit/Routing # : _____ Account # : _____

Please attach a VOIDED check from the account on which you want your payments drawn.

=====

☐ **Credit Card:** Visa: ____; Master Card: ____; Am Ex: ____; Discover: ____.

Credit Card Account # : _____ Expiration Date: _____

Name on Card: _____

Client Authorization:

I authorize BlueStep to initiate variable debit entries to the checking account or charge the credit card account indicated above in payment for services. This authority is to remain in effect until BlueStep has received written notification of cancellation from me, at least 10 days prior to termination, or until I receive written notification of cancellation from BlueStep. I understand that cancellation of automatic payment authorization in no way relieves the duty to fulfill all other contractual obligations. I will notify BlueStep of any changes to the information provided on this authorization form. BlueStep reserves the right to collect a \$20 fee on all returns due to insufficient funds or denial of credit. This authorization shall be governed by and construed within the laws of the state of Utah and the federal laws of the United States.

Authorized Signature: _____ Date: _____

ATTACHMENT C

SPECIAL TERMS AND CONDITIONS

STATEWIDE PRICE AGREEMENT # PA1344

1. **CONFIDENTIALITY:** CONTRACTOR acknowledges that public access to records prepared or owned by an agency of the state of Utah that CONTRACTOR receives or maintains in hard copy or electronic form is subject to the Governmental Records Access and Management Act, Utah Code Ann. § 63-2-101, et seq., (the "Act"). CONTRACTOR agrees to protect the confidentiality of such records and agrees further not to release the same without the prior written permission of the creating agency, except to another party to this Contract or as may be required by law or court order. CONTRACTOR acknowledges that the Act provides criminal penalties for the unauthorized disclosure or release of records.
2. **USE OF SERVICES:** All State Entities and political subdivisions using CONTRACTOR's services will be solely responsible for the installation, operation, maintenance, use and compatibility of computer or other equipment and software needed by the State Entity to receive any service from CONTRACTOR.



STATE OF UTAH CONTRACT NUMBER: **PA1344**

Feb 24, 2003

REPORTS

THE CONTRACTOR WILL SUBMIT QUARTERLY REPORTS TO THE STATE PURCHASING AGENT (GLENDON MITCHELL) SHOWING QUANTITIES AND DOLLAR VOLUME OF PURCHASES BY EACH AGENCY AND POLITICAL SUBDIVISION.

FINET COMMODITY CODE(S):

20820000000-BUSINESS SOFTWARE, MISC.: AGENDA, LABELS, MAIL LIST, PLANNING, SCHEDULING, ETC.